

UNITED STATES DISTRICT COURT FOR
THE MIDDLE DISTRICT OF NORTH CAROLINA

United Guaranty Residential Insurance
Company of North Carolina,

Plaintiff,

-against-

Countrywide Financial Corp. and
Countrywide Home Loans, Inc.

Defendants.

Civil Action No. 1:09CV00203

**PLAINTIFF RNC'S NOTICE
OF SUBSEQUENTLY FILED RELEVANT PLEADINGS**

Plaintiff United Guaranty Residential Insurance Company of North Carolina (“RNC”) respectfully submits the following to provide the Court with documents referenced during the August 31, 2009 hearing on Defendant’s Motion to Dismiss Under Rules 12(b)(6) and 12(b)(7) and Defendant’s Motion to Stay Based on Judicial Efficiency Grounds in Light of Earlier-Filed and More Comprehensive Action, Or In The Alternative To Compel Arbitration:

1. On March 18, 2009, Countrywide Bank FSB, Countrywide Home Loans, Inc. and Countrywide Home Loans Servicing, LP (“Countrywide”) filed a complaint in California state court against United Guaranty Mortgage Indemnity Company, United Guaranty Residential Insurance Company and United Guaranty Residential Insurance Company of North Carolina (“United Guaranty”). United Guaranty removed that action and on July 1, 2009, District Judge Pfaelzer of the Central District of California denied

Countrywide's motion to remand. See Pl.'s Notice of Subsequently Decided Authority And Suggestion of Supplemental Briefing To Address Authority (July 7, 2009) at Ex. A. On July 1, 2009, Judge Pfaelzer also granted United Guaranty's motion to dismiss Countrywide's removed complaint. Id. at Ex. C.

2. On July 16, 2009, Countrywide filed an amended complaint against United Guaranty. On July 17, 2009, Judge Pfaelzer ordered Countrywide to file a new amended complaint that complied with the Federal Rules. See Ex. A annexed to this notice. On July 24, 2009, Countrywide filed a Corrected First Amended Complaint against United Guaranty, which is annexed to this notice as Ex. B.

3. On August 3, 2009, United Guaranty filed a motion to dismiss Countrywide's Corrected First Amended Complaint. United Guaranty's Notice of Motion and Memorandum of Points and Authorities is annexed as Ex. C to this notice. Countrywide's Memorandum of Points and Authorities in Opposition to United Guaranty's motion is annexed as Ex. D, and United Guaranty's Reply is annexed as Ex. E. United Guaranty did not move to compel arbitration of Countrywide's claims in its August 3, 2009 motion.

This the 4th day of September 2009.

/s/ James T. Williams, Jr.
James T. Williams, Jr.

/s/ D.J. O'Brien, III
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CERTIFICATE OF SERVICE

I hereby certify that on September 4, 2009, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

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